

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | | | | |
|---|--|--|--|--|----------------|
| 1. DATE OF ORDER 05/03/2010 | | 2. CONTRACT NO. (If any) | | 6. SHIP TO: David Palmer | |
| 3. ORDER NO. DTMA5V10237 | | 4. REQUISITION/REFERENCE NO. MAST10-013 | | a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Merchant Marine Academy (Procurement) MMA-5206, Division of Procurement Kings Point NY 11024-1699 | | | | b. STREET ADDRESS Department of Engineering | |
| | | | | c. CITY Kings Point | d. STATE NY |
| | | | | e. ZIP CODE 11024-1699 | |
| 7. TO: | | | | f. SHIP VIA | |
| a. NAME OF CONTRACTOR | | | | 8. TYPE OF ORDER | |
| b. COMPANY NAME BRESLIN, DAVID | | | | <input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. | |
| c. STREET ADDRESS 12729 OX MEADOW DR | | | | <input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. | |
| d. CITY HERNDON | | e. STATE VA | | f. ZIP CODE 20171-1745 | |
| 9. ACCOUNTING AND APPROPRIATION DATA - 70X - 1750GDP - 2010 - 4GRADP - 0001 - 00 - 00530200 - 25215 - 6100 - 6600 - | | | | 10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY | |

| | | | | | |
|--|--|--|--|------------------|--|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT | |
| <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | | | | Destination | |

| | | | | | | | |
|---|---|------------------------|--|---|--|--------------------|--|
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | | 16. DISCOUNT TERMS | |
| a. INSPECTION USMMA, Kings Point, NY 11024 | b. ACCEPTANCE USMMA, Kings Point, NY 11024 | | | | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|-----------------------------|-------------------------|-------------|-------------------|---------------|--------------------------|
| | SEE LINE ITEM DETAIL | | | | | |

| | | | | | | | |
|-------------------------------------|--|--|---------------------------|----------------------|-----------------|------------|-----------------------------|
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(h) TOT. (Cont. pages) |
| | 21. MAIL INVOICE TO: Justin Breeden | | | | | | |
| | a. NAME USMMA A/P Branch, AMZ-160 | | | | | | |
| | b. STREET ADDRESS (or P.O. Box) USMMA A/P Branch, AMZ-160, PO Box 25710 | | | | | | |
| | c. CITY Oklahoma City | | d. STATE OK | e. ZIP CODE 73125 | | \$8,000.00 | 17(i) GRAND TOTAL |

| | | | | |
|--|--|--|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature) <i>Max Diah</i> | | | 23. NAME (Typed) Max Diah TITLE: CONTRACTING/ORDERING OFFICER | |
|--|--|--|---|--|

RECEIVING REPORT

| | | | | | |
|------------------|--------------|-------------|---------------|---|------|
| SHIPMENT | PARTIAL | | DATE RECEIVED | SIGNATURE OF AUTHORIZED U.S. GOV'T REP. | DATE |
| NUMBER | FINAL | | | | |
| TOTAL CONTAINERS | GROSS WEIGHT | RECEIVED AT | TITLE | | |
| | | | | | |

[illegible]

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| DATE OF ORDER 05/03/2010 | | CONTRACT NO. | | ORDER NO. DTMA5V10237 | | |
|-----------------------------|---|----------------------------|-------------|--------------------------|---------------|-----------------------------|
| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
| 0001 | <p>Remit To: SAME DUNS NUMBER: 829633416 For Payment Inquires Contact: BARBARA MARTOS (405) 954-1219 Email: Barbara.CTR.Martos@faa.gov</p> <p>ADJUNCT PROFESSOR</p> <p>STATEMENT OF WORK</p> <p>1. The Contractor shall deliver instructional services as an independent contractor to the Engineering Department of the United States Merchant Marine Academy ("the Academy"). The service[s] to be provided shall constitute instruction of graduate students enrolled in the Master's Marine Engineering (MMarE) program in the following course(s):</p> <p>EM-642, Reliability Engineering and Operations Research</p> <p>2. The Contractor certifies that he/she possesses the requisite qualifications to deliver instructional services in Marine Industry Policy without further training, to the MMarE students.</p> <p>3. The Contractor shall deliver the services solely during the period commencing on 04 May 2010 and terminating on 20 August 2010. Continuation of these services beyond the termination date is prohibited. This contract does not signify or guarantee that future contracts will be awarded to the Contractor for the delivery of similar services.</p> <p>4. In the performance of the work necessary for delivery, the Contractor shall observe the standards published in the official Academy MMarE program, any appropriate MMarE Program Director and/or Dean's Memoranda & Instructions and, when appropriate, shall examine the students and submit grades in conformity with such standards including the completion of a student assessment summary for students receiving grades of C-, D+, D or F. The Contractor shall submit a full record of all grades at the end of the term. The Contractor is responsible for his/her own course planning consistent with course accreditation.</p> <p>Reference Requisition: MAST10-013</p> | 1.00 | JOB | 8,000.000 | 8,000.00 | |
| 0001AA | <p>Statement of Work Continued...</p> <p>The Contactor shall teach the course utilizing a combination of synchronous and asynchronous delivery methods and shall be responsible for responding to all e-mail correspondence from students registered for the course. Within these parameters, the Contractor shall deliver the services independently without training, supervision or control with respect to the way the work is to be accomplished.</p> <p>The Contractor is also responsible for re-scheduling any class sessions that the Contractor cancels, unless other arrangements are made with the approval of the Head of the Department.</p> <p>The Contractor shall agree to be bound by the terms and conditions of Superintendent's Instruction 2205-20, Computer Network Use Agreement. The contractor shall personally submit mid-term and final term grades using the Academy's electronic web-enabled system. This task/requirement shall not be delegated to any other person, and any other form of grade submission is deemed unacceptable.</p> <p>5. The Head of the Engineering Department shall be the Contracting Officer's Technical Representative (COTR) responsible for the technical aspects of the contract. Any questions concerning the academic requirements of the contract should be referred to the COTR.</p> <p>Reference Requisition: MAST10-013</p> | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$8,000.00

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| DATE OF ORDER 05/03/2010 | | CONTRACT NO. | | ORDER NO. DTMA5V10237 | | |
|-----------------------------|---|----------------------------|-------------|--------------------------|---------------|-----------------------------|
| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
| 0001AB | <p>Statement of Work Continued...</p> <p>6. The Contractor's usage of government furnished equipment will be limited to designated instructional aids and supplies, if necessary for the delivery of services, and Academy projectors and copiers as necessary to deliver instruction and reproduce notes, classroom handouts and exam materials. Except for being present for classes and student consultations, the Contractor shall make all preparations and research for services to be rendered on his/her own premises and with his/her own materials, equipment and personnel. The Academy will not provide an office for the Instructor but will provide a room for instructor/student consultations.</p> <p>8. The Contractor shall not work as an employee nor serve as an agency representative or liaison of the Academy or Maritime Administration in connection with the official business with other organizations, firms or persons. The Contractor shall not be required to attend departmental meetings but may do so to the extent that said meetings involve issues pertinent to the class(es) they are teaching. The Contractor shall not be involved in other faculty or Academy functions.</p> <p>9. The Contractor will be paid a total sum of \$8,000.00 for the services being delivered under the contract. The sum shall be paid in two payments. The first payment shall be made upon completion of 50% of the work and submittal of a proper invoice. The second and final payment shall be made after submission of final grades and if necessary the student assessment for students receiving grades of C-, D+, D or F and submission of a final and proper invoice by the Contractor. The Contractor is responsible for paying all applicable federal and state taxes for any compensation received from the Academy. The Contractor is not entitled to reimbursement from the Academy for travel and/or business expenses.</p> <p>Reference Requisition: MAST10-013</p> | | | | | |
| 0001AC | <p>Statement of Work Continued...</p> <p>10. The performance of services provided under this contract may be terminated in whole or in part for the Academy's convenience by written notice from the Contracting Officer. If notice of termination is provided before the date performance begins, then the Government shall be liable only for the payment of a \$0 cancellation fee for each course cancelled. If the contract is terminated after performance begins, per paragraph (l) Termination for Convenience of FAR clause 52-212-4, Contract Terms and Conditions - Commercial Items, the Academy shall be liable only for payment for services rendered before the effective date of termination and such payment will be pro-rated based on the number of class sessions taught prior to termination with relevance to the total number of class sessions scheduled to have been taught.</p> <p>11. The Academy may terminate this contract for cause Termination for Cause, of FAR clause 52-212-4, in the event of any default by the contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Academy, upon request, with adequate assurances of future performance. In the event of termination for cause, the Academy shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Academy for any and all rights and remedies provided by law. If it is determined that the Academy improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.</p> <p><i>St</i> <i>art Date</i> <i>End Date</i> 05/04/2010 08/20/2010</p> <p>Reference Requisition: MAST10-013</p> | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| DATE OF ORDER | | CONTRACT NO. | | ORDER NO. | | |
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| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
| | <p>USMMA Procurement Department: MAXMILLIAN S. DIAH (516) 773-5584 MARKVIEW Invoice To: Dr. David Palmer (516) 773-5473</p> | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$0.00

| | | | |
|---|---------------------------------------|---------------------------------------|-----------------------|
| Contract Level Funding Summary | Document Number DTMA5V10237 | Title ADJUNCT David Breslin | Page 6 of 7 |
|---|---------------------------------------|---------------------------------------|-----------------------|

- - 70X - 1750GDP - - 2010 - - 4GRADP - 0001 - 00 - 00530200 - - - 25215 - 6100 - 6600 -
\$8,000.00

Reference Requisition: MAST10-013

Total Funding: \$8,000.00

| | | | |
|--|-----------------------------|---|-------------|
| | Document No. DTMA5V10237 | Document Title ADJUNCT David Breslin | Page 7 of 7 |
|--|-----------------------------|---|-------------|

COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acqnet.gov/far/

www.dot.gov/ost/m60/tamar/tar.htm

| Clause | Title | Date |
|-----------|---|---------------|
| 52.222-03 | Convict Labor | June 2003 |
| 52.223-06 | Drug-Free Workplace | May 2001 |
| 52.232-01 | Payments | April 1984 |
| 52.232-08 | Discounts for Prompt Payment | February 2002 |
| 52.232-25 | Prompt Payment | October 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer-Central Contractor Registration | October 2003 |
| 52.233-01 | Disputes | July 2002 |
| 52.243-01 | Changes--Fixed Price | August 1987 |
| 52.246-01 | Contractor Inspection Requirements | April 1984 |
| 52.249-04 | Termination for Convenience of the Government (Services) (Short Form) | April 1984 |
| 52.249-08 | Default (Fixed-Price Supply and Service) | April 1984 |